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accomplish an illegal object would prevent a servant engaged in its performance from recovering for injury. *Wallace v. Cannon*, 38 Ga. 199. But it seems that illegality in the form and not in the object of the contract, although it makes the contract void, should not affect the existence or the incidents of the relation. One of these relational duties is that imposed by the Workman's Compensation Act. See DICEY, *LAW AND PUBLIC OPINION*, pp. 282-283. Even if the duty to pay compensation is regarded as contractual, it is difficult to support the principal case. The primary purpose of the Truck Acts is the protection of the employee. See *Archer v. James*, 2 B. & S. 67, 83. He is allowed to avoid any contract for the payment of his wages otherwise than by money; and he may recover such wages though he has received full value in some other form. Consequently it is strange, to say the least, to give the statute such an effect as to deprive the workman of his right to compensation for injury.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — RECOVERY UNDER STATUTE OF PLACE OF INJURY WHILE EMPLOYED UNDER CONTRACT MADE ELSEWHERE. — The plaintiff's intestate, while employed in New Jersey under a contract made in the state of New York for work to be done partly in each state, suffered a fatal injury in the course of his employment. The New Jersey workmen's compensation act imposes a system of compensation on all employments within the state, unless the parties expressly elect otherwise. N. J. LAWS OF 1911, c. 95, § ii; c. 368. The plaintiff sues to recover compensation under the New Jersey law. *Held*, that plaintiff may recover. *American Radiator Co. v. Rogge*, 92 Atl. 85 (Sup. Ct., N. J.).

The problems in the conflict of laws arising under workmen's compensation acts where the same employment is carried on in two or more states were discussed in 27 HARV. L. REV. 271. In view of that discussion, the principal case seems clearly sound in applying the law of the place of injury, since the New Jersey act simply substitutes for the master's tort liability, by an agreement imposed by the law, a statutory liability broader in scope. N. J. LAWS OF 1911, c. 95, § ii, cl. 9; c. 368. See *Johnson v. Nelson*, 150 N. W. 620 (Minn.). However, another form of statute under which the employer creates a right for the employee against some state insurance fund, or private insurance company, might well have extraterritorial application. See *Schweitzer v. Hamburg American S. S. Co.*, 78 N. Y. Misc. 448, 138 N. Y. Supp. 944; *Gould's Case*, 215 Mass. 480, 483, 102 N. E. 693, 694; 27 HARV. L. REV. 271. To avoid the inconvenience, uncertainty, and expense consequent upon an injury in the course of an employment contracted in a jurisdiction having the insurance type of statute, but carried on in another jurisdiction like that of the principal case, it seems desirable to have some uniform provision permitting employers whose business is carried on under such circumstances to elect to provide compensation under the law of the jurisdiction in which the principal establishment is located.

MORTGAGES — FORECLOSURE — DEFECT OF TITLE AS DEFENSE TO PURCHASE-MONEY MORTGAGE. — The plaintiffs conveyed land as trustees under a power of sale and took back a purchase-money mortgage. The land passed to the defendants by *mesne* conveyances, each grantee, including the defendants, assuming the mortgage. The defendants are still in undisturbed possession, but resist foreclosure on the ground that the original power of sale was invalid as a restraint upon alienation. *Held*, that foreclosure will be decreed. *Peabody v. Kent*, 213 N. Y. 154.

While the original purchaser or his grantee remains in undisturbed possession of land, no defect of title in the grantor will afford a defense to the foreclosure of a purchase-money mortgage. *Hulfish v. O'Brien*, 20 N. J. Eq. 230; *Black*

*v. Thompson*, 136 Ind. 611, 36 N. E. 643; *Parkinson v. Sherman*, 74 N. Y. 88; *Platt v. Gilchrist*, 3 Sandf. (N. Y.) 118. See 8 HARV. L. REV. 119. Even the pendency of an action at law by a third party to assert paramount title is not a conclusive answer to foreclosure proceedings. *Banks v. Walker*, 2 Sandf. Ch. (N. Y.) 344; *Platt v. Gilchrist*, *supra*. But in such a case equity may stay foreclosure, pending the determination of the action at law. *Johnson v. Gere*, 2 Johns. Ch. (N. Y.) 546. See *Glenn v. Whipple*, 12 N. J. Eq. 50; *Edwards v. Bodine*, 26 Wend. (N. Y.) 109, 114. Fraud or mistake might, of course, furnish a basis for rescission. *Finck v. Canadaway Fertilizer Co.*, 152 N. Y. App. Div. 391, 136 N. Y. Supp. 914; *Matter of Price*, 67 N. Y. 231. See *Parkinson v. Sherman*, *supra*, 94. But in the principal case any defect of title was patent on the records, so that relief of this sort was impossible. Whenever the purchaser is protected by covenants, he may of course recover for any breach of warranty, and will even have a defense to foreclosure by way of circuitry of action, if there has been eviction by or surrender to paramount title. See *Platt v. Gilchrist*, *supra*. The later acquisition of paramount title by the purchaser, moreover, will not inure to the benefit of the grantor, where the mortgage contains no warranty of title. *Brown v. Phillips*, 40 Mich. 264. Cf. *Jackson v. Littell*, 56 N. Y. 108. This should be equally the case where the deed and the mortgage each contain full covenants. *Randall v. Lower*, 98 Ind. 255. Cf. *Bush v. Marshall*, 6 How. (U. S.) 284. But where the mortgage warrants title, and the original deed does not, it will be completely enforceable. *Saunders v. Publishers' Paper Co.*, 208 Fed. 441; *Hitchcock v. Fortier*, 65 Ill. 239.

**NEGLIGENCE — DUTY OF CARE — LIABILITY FOR OPERATION OF AUTOMOBILE IMPROPERLY REGISTERED.** — The owner of an improperly registered automobile permitted his son to take it for a ride. The son negligently injured the plaintiff. *Held*, that the father's failure to register the car according to law renders him liable for the son's negligence. *Gould v. Elder*, 107 N. E. 59 (Mass.).

For a discussion of this case, as the latest development of the Massachusetts law concerning the relation of illegal conduct to negligence, see this issue of the REVIEW, at page 505.

**NEGLIGENCE — LIABILITY FOR FIRE LOSS CAUSED BY INJURY TO THIRD PARTY'S HOSE.** — A fire hose which lay across the track was negligently cut by a street car of the defendant company's. In consequence certain goods of the plaintiff's which were stored in the burning building were destroyed. *Held*, that the plaintiff may recover. *Birmingham, E. & B. R. Co. v. Williams*, 66 So. 653 (Ala.).

For a discussion of this case, see NOTES, p. 511.

**NEGLIGENT MISREPRESENTATION — PARTICULAR CASES — ATTORNEY AND CLIENT: NEGLIGENT STATEMENT AS TO SECURITY.** — The defendant, as solicitor for the plaintiff, induced him to release certain lands from a mortgage, by negligently misrepresenting the value of the remaining security. The defendant himself had a subsequent lien on the lands released, and the security retained by the plaintiff proved wholly inadequate. The lower court found that there had been no conscious misrepresentation by the defendant. *Held*, that the plaintiff can nevertheless recover. *Nocton v. Lord Ashburton*, [1914] A. C. 932.

Where there exists between the parties merely a general duty to be honest, a negligent misrepresentation will not make the defendant liable. *Derry v. Peek*, L. R. 14 A. C. 337; *Angus v. Clifford*, [1891] 2 Ch. 449. This doctrine has been much criticised in both England and America. 5 LAW QUART. REV. 410; 14 HARV. L. REV. 185; 24 *id.* 415. And it has not been universally followed in the courts of this country. See *Cunningham v. C. R. Pease, etc. Co.*, 74 N. H. 435, 69 Atl. 120. Cf. *Watson v. Jones*, 41 Fla. 241, 25 So. 678;